

Tab 24



**FOLEY  
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ATTORNEYS AT LAW

September 30, 2004

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**By E-mail**

David I. Gindler, Esq.  
Irell & Manella LLP  
1800 Avenue of the Stars, Suite 900  
Los Angeles, CA 90067-4276

Re: In re: Columbia University Patent Litigation  
MDL No. 1592

Dear David:

Please clarify the representation Columbia makes in its reply brief that Columbia "will not sue [plaintiffs] for infringement of the '275 patent – as to any product – at any time while the Patent Office is considering the reissue application and the reexamination petition." Biogen and Genzyme have the following questions concerning that representation.

1. Is Columbia's representation a binding and irrevocable commitment not to sue for infringement of, or royalties under, the '275 patent as to any activities, whether within the scope of the Covenant Not to Sue or not, until after the issuance of a reissue patent or reexamination certificate?

2. Assuming that Columbia later sues Biogen or Genzyme on the '275 patent or any reissued/reexamined '275 patent, is Columbia making a binding and irrevocable commitment not to seek in that lawsuit damages or royalties for any activities, whether or not included within the scope of the Covenant Not To Sue, occurring prior to the date of the completion of reissue and reexamination proceedings?

David I. Gindler, Esq.  
September 30, 2004  
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We would be grateful if you could provide clarification as to these points by letter today. Thank you.

Very truly yours,

A handwritten signature in black ink, reading "Claire Laporte". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Claire Laporte

CL:ct